



Admissible under Regn Rule 2;
Only Stamped under the Indian
Stamp Act 1899 as amended by
Act III of 1902 and Section 42
II of the Courts Improvement
Act 1911 Schedule
23
Stamp duty paid under the
Indian Stamp Act 1899 as
amended in 1902 Rs. 110.00
Additional duty paid under the
Courts Improvement Act 1911
Rs. 20.00

Total Rs 130.00

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12/8/91
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Registrar n/s 703
Month 24, Pargana
12.8.91

DEED OF CONVEYANCE

THIS INDENTURE made this 12th day of August 1991
BETWEEN SMT. SHIBANI GHOSH, wife of Sri Sambhu Nath Ghosh
aged about 55 years, by Faith Hindu, by Occupation Housewife,
formerly resident of 12, Ramkrishna Das Lane, Anherst Street,
Calcutta - 700009, at present residing at 18, Jatin Das Road,
Calcutta-700029, hereinafter called the "VENDOR"
(which expression unless repugnant to the context shall mean
to include her heirs, executors, successors, administrator
and assigns) of the FIRST PART:

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Shilani Ghosh

112/8/91



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A N D

SMT. PUSHPA KHOSLA, Wife of Sri Sushil Kumar Khosla aged about 56 years, by Faith Hindu, by Occupation House-wife AND SMT. VINITA KHOSLA, wife of Sri Rajiv Kumar Khosla aged about 30 years, by Faith Hindu, by Occupation Service AND SMT. SANGITA KHOSLA, wife of Sri Sanjiv Kumar Khosla aged about 31 years, by Faith Hindu, by Occupation House-wife AND SMT. RACHIKA KHOSLA Wife of Sri Vijay Kumar Khosla aged about 23 years by Faith Hindu, by Occupation Service, all are residing at 22B/B, Rash Behari Avenue, Calcutta-19, Ballygunge, within P.S. Ballygunge, hereinafter called the "PURCHASERS" (which

3000Rs



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expression unless, repugnant to the context shall mean to include their heirs, successors, executors, administrator and assigns) of the SECOND PART;

WHEREAS the Vendor herein is a member of a Co-Operative Housing Society which was formed under the name and style of METROPOLITAN CO OPERATIVE HOUSING SOCIETY LIMITED and was duly registered under the then Bengal Co-Operative Society Act, 1940 under the registration number 75/C, Calcutta of 1966, with the object which also include the establishment on Co-Operative basis settlements of

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S. K. Ghosh

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housing by according its members to have plot of land and in furtherence of its objects and acquiring of lands by way of purchase developing the same and the distribution allotment and transfer of the plots to and/or favour of the members of the said Co-Operative Housing Society Ltd., and to said and assist such member in making construction of their respective house and also to raise fund for the fulfilment of its objects for its members,

AND WHEREAS in pursuance of the above said objects the said Co-Operative Housing Society Ltd., raised fund from its member by way of sale of its shares and otherwise for the purpose of lands, development thereof and fulfilling the objects.

AND WHEREAS by a deed of sale dated 25th. November, 1968 registered on 29th. November, 1968 recorded in Book No.1

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Shilpaan Ghorshi

Volume No. 145, Pages from 264 to 270, Being No. 5462, for the year 1968 the deed sale dated 29th. April 1969, registered on 7th. May, 1969 in Book No. I, Volume No. 74, Pages from 264 to 272, being No. 2046 for the year 1969, the deed of sale dated 10th. May 1969 registered on 15th. May, 1969, in Book No. I, Volume No. 97, Pages from 57 to 65, Being No. 2234, for the year 1969 the deed of sale dated 11th June, 1969, registered on 18th. June, 1969, in the Book No. I, Volume No. 104, Pages 159 to 168 Being No. 2759 for the year 1969, the deed of sale dated 13th. June, 1969, registered on 21st. June, 1969 in Book No. I, Volume No. 38, Pages from 288 to 298 being No. 2796 for the year 1969 and the deed of sale dated 21st. February, 1970, Volume No. 37, Pages from 194 to 207 being No. 781 for the year 1970, executed and registered in favour of the said Co-Operative Housing Society Ltd. duly purchased several pieces and parcels of lands hereditaments mesuages easements and premises in Ward No. 57 of the Municipal Corporation of Calcutta, within the Jurisdiction of Tiljala Police Station.

AND WHEREAS after purchase of the said lands, the said society caused a master Plan drawn up and prepared in respect of the entire lands so purchased providing therein residential plots of land each measuring more or less 4 (four) Cottahs to be allotted and transferred to its members with the provisions for roadways children parks, schools, colleges and other common amenities.

AND WHEREAS the Vendor herein was duly admitted to the membership of the Metropolitan Co-Operative housing Society Ltd., of Canal South Road, Calcutta-700039, within the Jurisdiction of Tiljala Police Station in the District of 24-Parganas West Bengal, by its the then managing committee in pursuance of

a resolution adopted in the general meeting held on 26.3.77 on payment made by the said Vendor, a total sum of Rs. 10,030/- (Rupees Ten thousand and thirty only) out of which Rs. 5,000/- (Rupees five thousand) only for 20 shares at the rate of Rs. 250/- per share and Rs. 5,030/- (Rupees Five thousand thirty) only for development charges, donation and water charges, application Fee and Admission Fee.

AND WHEREAS the then managing committee of the aforesaid society was duly handed over share certificate to the Vendor being a unit of twenty shares of the society at the rate of Rs. 250/- per share and certified that the Vendor was duly admitted as registered holder of the said twenty fully paid up share of the said society.

AND WHEREAS the Vendor herein was duly allotted a Plot of 4(four) Cottahs land measuring more or less four Cottahs described as a plot No. 82 in Sector "B" along with a site Plan clearly delineating the entire Sector "B" including the said allotted plot by virtue of his membership, and in consideration of the aforesaid payments by a letter of allotment bearing Reference No. PA/94 (249) dated 8th. May, 1982 by the Board of Special Officer appointed by the Hon'ble High Court of Calcutta for managing the affairs of the Society vide order dated 27th. November, 1977 in C.R. No. 5464 (W)/79 and C.R. No. 6212(W)/79 arising out of two writ petitions filed in the said Hon'ble Court

AND WHEREAS the Vendor herein who is the sole-holder of the said twenty shares of the aforesaid society on payment of full share value and became individually a registered member of the aforesaid society and by virtue of which has taken possession of the allotted plot no. 82 in Sector "B" and absolutely seized and possessed of the said plot.

Shilpa Singh

bye-laws of the said co-operative Housing Society Ltd. as applicable in the present transfer of shares and the aforesaid plot of land with structure morefully described as plot No. 82 in Sector "B" of the Society.

AND WHEREAS the parties to these presents agree for mutual convenience and expediency to execute this deed of transfer in respect of the aforesaid shares of the aforesaid society, in respect of plot no. 82 in Sector "B" of the Society relating to the said land with structure under the terms and conditions hereinafter fully described.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 1,00,000/- (Rupees one L.) only paid before the execution of these present by four pay order each of Rs. 25,000/- (Rupees twenty five thousand) only by the said Purchaser to Smt. Shibani Ghosh doth hereby acknowledge, the said Shibani Ghosh doth hereby transfer unto the said purchaser all that plot of land with structure measuring more or less, four cottahs described as plot No. 82 in Sector "B" of the said Metropolitan Co-Operative Housing Society Ltd. at Canal South Road, Calcutta-700039, under the jurisdiction of Tiljala Police Station and delineated in the plan as appended hereto and forming a part hereof however otherwise the said property now or hereto fore were or was situated butted and bounded, called known numbered described and advantages of ancient and other right, liberties, easements, privileges, appendages and appurtenances whatsoever to the said property or any part thereof belonging or in any wise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed to being or be appurtenant thereof and the reversion and reversions, and remainders and

Shibani Ghosh

AND WHEREAS the Vendor on her admission as registered member and also by virtue of Deed of Conveyance between Metropolitan Co-Operative Housing Society Limited and Smt. Shibani Ghosh the abovesaid Vendor, which was duly executed on 7.5.85 and registered in the Office of District Sub-Registrar Alipore, 24-Parganas dated 1.6.85 in respect of plot No. 82 in Sector "B" measuring more or less 4(four) Cottahs in the District of 24-Parganas, who recorded the same, in Book No. 1, Volume No. 78, Page 150 to 163, Being No. 4624 for the year 1985 more particularly described in the Schedule below and thus the Vendor became the absolute owner of the said plot of land measuring 4(four) Cottahs in Sector "B" plot No. 82, for her said purchase from Metropolitan Co-Operative Housing Society Limited erected brick built boundary wall with structure.

AND WHEREAS the Vendor on her personal difficulty due to unavoidable circumstances beyond her control and also for other reason declared to sell by way of transfer of the aforesaid share inconnection with the said land with structure at a total consideration of Rs. 1,00,000/- (Rupees one lac) only being the highest market price.

AND WHEREAS the Purchaser after being satisfied as to the measurement of the said plot and right, title and entitlement of the vendor herein who is eligible being a member of the society has agreed to purchase aforesaid land with structure on payment of Rs. 1,00,000/- (Rupees one lac) only to the Vendor and also agreed to abide by provision of the West Bengal Co-Operative Societies Act, and the West Bengal Co-Operative Societies Rules for the time being in force and the

Shibani Ghosh.

every part thereof and all the estate rights, title, inheritance use, trust, property claim and upon the said property or every part thereof and all deeds, pattahs, muniments, writings and evidences of title which in anywise relate to the said property or any part or parcel thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendor her heirs, executors, administrator or representatives or any person from whom she or they can procure the same without action or suit at law or in equity to have and to hold the said property and every part thereof hereby granted, sold conveyed and transferred or expressed and intended so together with their rights, members and appurtenances unto and to the use of the purchaser their heirs, executors, administrators, representatives and assigns forever and the Vendor doth hereby for herself her heirs, executors, administrators, representatives and assigns covenant and declare that notwithstanding any act, deed or thing whatsoever by the Vendor, had at all material times heretofore and now has a good right, full power absolute authority and indefeasible title to grant sell, convey, transfer, assign assure the said property hereby granted, sold conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser their heirs, executors, administrators, representatives and assigns in the manner aforesaid and that the purchaser her executors, administrator, representatives and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and every part thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendor or any person or persons lawfully or equitably claiming from under or in trust for her or from or under any or her ancestors or predecessors in title and that free and clear and freely and clearly absolutely acquits, exonerated and released or otherwise and at the costs and expenses of the

Shilpa Ghosh

vendor well and sufficiently indemnified of from and against all and all manner or claims charges liens, debts, attachment and encumbrances, whatsoever made or suffered by the Vendor or any other heirs, executors, administrators, representatives and assigns of any person or persons, lawfully or equitably claiming as aforesaid and further that the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for her to Vendor or from or under any of her ancestors or predecessors in title shall and will from time to time and at all times hereafter at the request and cost of the purchaser, their heirs, executors, administrators, representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more assuring the said property and every part thereof unto and to the use of the Purchaser their heirs, executors, administrators, representatives and assigns according to the true intent and meaning of this deed as shall or may be reasonably required and further more that the vendor and all her heirs executors, administrators and assigns, against loss, damages, costs, charges and expenses if any suffered by reason to any defect in the title of the vendor or any breach of the covenants, herein, under contained the further more that the vendor covenants with the purchaser that the said plot of lands shall be equitably entered into and upon and held and enjoyed by the Purchaser without any interruption or any person claiming through or under the vendor and without any lawful disturbances or interruption by any other person requiring the same execute and to every such assurances or thing necessary for further more assuring the said property to the Purchaser their heirs or

Shirley L. West

assigns as may reasonably be required and that the Vendor will execute all documents and acts such deeds as may be necessary to transfer the shares held by her and the aforesaid residential plot No. 82 in Sector "B" of the Society allotted solely to the Vendor in favour of the purchaser under the provisions of the law and rules for the time being in force and to thereby laws of the Society as and when so required.

SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of a plot of land being plot No. 82 in the Sector No. "B" within Calcutta Municipal Corporation measuring more or less 4 (four) Cottahs with brick built structure in the District 24-Parganas, Touzi No. 173,1298/2833, J.L.No. 2, Mouza Dhapa, Nimak Poktan, R.S. No. 236, C.S. Khatian Nos. 654,609,612, Revisional settlement Khanda Khatian Nos.407,408, 352 and 353, District Survey and Settlement Khatian Nos. 2,21, and 43 Corresponding to the entire R.S. Dag Nos. 248, 186,187, 167,87,31, & 209 and Dag Nos. 201,140,87,209 and 141 and appurtening thereof under P.S. Jadavpur (Old Tallygunge) under the District Collectorate at Alipur butted and bounded as follows :-

- BY NORTH : Plot No. 81 in Sector "B"
- BY SOUTH : 30'ft. wide Road,
- BY EAST : Plot No. 73 in Sector "B",
- BY WEST : 25' ft. cross Road,

IN WITNESSES WHEREOF the Parties hereunder have put their respective signatures on the day, month and year first above written.

WITNESSES:
 1. Charan Kumar (Assistant)
 FD-367, Saltlake - Cal-91
 2. Ram Nigrah Singh
 11-King's Road, Alipur.

Shikhar Ghosh
 VENDOR

MEMO OF CONSIDERATION

RECEIVED 4 (four) pay order drawn on central Bank of India, Ballyjunge Branch, vide No. 001854, dated 8.8.91 for Rs. 25,000/- (Rupees twenty five thousand) only drawn on Indian Overseas Bank, Ballyjunge Branch, vide No. 511038 dated 8.8.91. for Rs. 25,00/- (Rupees twenty five thousand) only drawn on Allahabad Bank, Tollyjunge Branch, vide No. 118213 dated 8.8.91. for Rs. 25,000/- (Rupees twenty five thousand) only drawn on Syndicate Bank Gariahat, Branch, vide No. 179794 for Rs. 25,000/- (Rupees twenty five thousand) only total Rs. 1,00,000/- (Rupees One Lakh) ~~from Smt. Pushpa Khosla, Smt. Vinita Khosla,~~

~~Smt. Sangita Khosla, Smt. Radhika Khosla, the above named purchaser on this 12th day of August 1991.~~

WITNESSES:

1. *Arvind Kumar*
(ASSTT IC VEN)

2. *Dev Nigrah Singh*
11, Kalyan Road, Calcutta

Shilpani Ghosh
VENDOR

Drafted by me:

Sankar Prasad
Alipore Court
Calcutta
Reg. No. 73/76 Cal-27
Typed by me:

Tapas Kumar Sankar
Alipore police Court
Cal-27

Read over & explained